

EXHIBIT B

Terms & Conditions: Ads Platform

Review the terms of our binding advertising platform contract.

Effective Date: January 19, 2018

Last Revised: August 26, 2020

These Reddit Advertising Platform Terms (the “**Platform Terms**”) govern the access and use by you of the Reddit Advertising Platform (the “**Platform**”) that Reddit makes available to you to place ads on the Platform. If you have entered into a separate agreement in the form of an advertising insertion order (“**IO**”) with Reddit, the IO governs with respect to that subject matter covered by the IO, but these Platform Terms (including the [User Agreement](#), [Reddit Advertising Policy](#), [Privacy Policy](#), [Content Policy](#), and the Supplemental Ads Product Terms (collectively, the “**Reddit Terms and Policies**”), govern with respect to any additional subject matter. If you have not executed an IO with Reddit, these Platform Terms govern with respect to all use of Reddit’s advertising services. Please read these Platform Terms carefully as such access to the Platform constitutes your agreement to be bound by these Platform Terms, which establishes a contractual relationship between you and Reddit.

1. The Platform

The Platform is intended to provide a means for you and/or any advertiser on whose behalf you use the Platform (“**Advertiser**”) to promote products and services by buying certain ad units offered by Reddit (“**Ads**”). If you are accepting these Platform Terms on behalf of another legal entity, including a business or other entity, you represent that you have the full legal authority to bind such entity to these Platform Terms. As an Advertiser, it is solely your responsibility to ensure that each of your Ads and their Ad materials complies with all applicable laws and regulations, the Reddit Terms and Policies, and any applicable supplemental terms or other written instructions provided to you by Reddit.

By submitting Ads to the Platform, you authorize Reddit to place your Ads, Ad materials, and related approved technology on any property provided by Reddit, including without limitation, reddit.com, the Reddit mobile applications and any media and/or technology now known or hereafter devised. Reddit may make certain tools available to you to assist in your development of Ad materials or in your trafficking or targeting decisions including without limitation, the Reddit pixel or other measurement tools, Reddit Custom Audiences, third party audiences, and/or the Reddit Ads API (“**Supplemental Ads Products**”); however, even if you choose to utilize these Supplemental Ads Products, you remain solely responsible for any trafficking or targeting decisions, for destinations or landing pages related to your Ads, and for the advertised products and services themselves. You will not use the Platform to disseminate malware, spyware, or other malicious code, or otherwise violate any Reddit Policy, including without limitation using any trafficking decisions and/or targeting in any discriminatory manner.

To ensure consistency with the requirements of the Platform, Reddit may make certain formatting changes to your Ads, including, but not limited to, changes to size, placement, and positioning. You further acknowledge and agree that Reddit can use your Ads and related content for Reddit’s own marketing or promotional purposes. In its sole discretion, Reddit may reject, modify, or remove a specific advertisement, campaign, or target at any time.

2. Account and Account Access

You may be required to create and maintain a Reddit user account in order to sign up to order Ads on the Platform as an Advertiser. You may authorize individuals to access and use your Ads account. You are responsible for setting up, managing and revoking the access levels for your Ads account. You are responsible for all activity that occurs in your Ads accounts, including the actions of each individual with access to your Ads accounts. Any individual who may be granted access to an Ads account must comply with these Ads Platform Terms when using such Ads account.

3. Payments and Orders

In order to use the Platform, you will need to submit your credit card information to Reddit’s payment processor in order to process payments or you will need to apply for a credit line. You are responsible for reviewing all applicable terms presented by the payments processor before submitting your information to them.

If you choose to pay for your campaign by credit card, certain information (including without limitation, images of your government issued ID, date of birth, address, email address, and/or phone number), may be required in order to verify your identity, provide the payment services to you and to comply with applicable law. You agree to provide such information to Reddit and/or to any service providers or sub-processors at Reddit’s request for such purpose as may be required for such authentication.

If you pay by credit card, you authorize Reddit to charge the credit card for any amounts and fees you incur in connection with your use of the Platform. You are responsible for ensuring that your credit card is up-to-date. Subject to applicable law, you authorize Reddit to (i) retain your credit card information as long as necessary to meet all of your payment obligations to us or until such time you revoke authorization, whichever is later, and (ii) to share your credit card and related payment information with Reddit’s service providers, such as payment processors and/or credit agencies as reasonably

necessary for Reddit to accept credit card payments such as for payment, verifying credit and/or fraud detection. If Reddit does not receive payment from your payment card issuer, their agents, or from your alternative payment method, you remain obligated to pay Reddit for any orders delivered, and agree to pay all amounts due upon request from Reddit or its agents. You agree to pay any sales, value added or similar taxes that are required to be collected under applicable law. Late payments bear interest at the lesser of 1.5% per month or the highest rate permitted by law.

Reddit may offer a credit line to select Advertisers who have completed a credit review application and agreed to applicable terms. If you have a credit line in good standing with Reddit, you will be invoiced monthly for Ads run in the previous month and payment shall be due within 30 days of receipt of the invoice. Reddit is not obligated to deliver any ads in excess of your credit limit. Any extension of the approved credit line shall be at Reddit's sole discretion and may be subject to an additional credit review. Further, Reddit may decrease a credit line at its sole discretion.

When you use the Platform to submit an Ad, you will tell us the information required to initiate and target your campaign, which may include the type of advertising you want to buy, the target audience, the maximum amount you want to spend, the start and any end date of your campaign, your objective, and your maximum bid, your daily budget, and total budget. Once your Ad is approved, Reddit will serve the Ad when inventory on the Platform becomes available that matches the criteria associated with your Ad, including your bid. When serving your Ad, Reddit will use reasonable means to ensure that the Ad is delivered according to your criteria, but Reddit does not guarantee in every instance that your Ad will reach users with your selected criteria, reach the users that you intended when you selected the criteria, and/or deliver any specific result. You will pay for your use of the Platform after your Ad is delivered based on Reddit's calculation of amounts due and Reddit's measurement of the applicable billing metrics, such as impressions, views or clicks. Amounts due are exclusive of taxes.

You will not and will not authorize any third party to generate invalid or fraudulent impressions, clicks, or other desired actions with respect to the Platform or to use any unauthorized means to extract advertising or performance-related data from the Platform. You acknowledge that third parties may generate impressions, clicks, or other desired actions with respect to your advertisements for prohibited or improper purposes. Your sole remedy for any prohibited or improper third-party conduct with respect to the Platform is to make a claim for advertising credit within 45 days of the applicable invoice date (the "**Claim Period**").

Reddit's Ad Server shall be the controlling measurement by which your campaign is billed.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ALL CLAIMS RELATED TO PAYMENTS OR CHARGES UNLESS THE CLAIM IS MADE WITHIN THE CLAIM PERIOD. ANY CREDITS WILL BE ISSUED IN REDDIT'S SOLE, BUT REASONABLE, DISCRETION.

4. Editorial Adjacencies

The parties acknowledge that Reddit consists of sites called subreddits that primarily contain user generated content. As such, Reddit makes no commitments regarding editorial adjacency, content adjacency, or competitive separation.

5. Modification or Cancellation of Campaign

Any cancellation or modification by you of a campaign must be done through your online account if it is an available feature, by written notice to your account representative at Reddit (if applicable), or by email through <https://redditinc.force.com/helpcenter/s/contactsupport>. While you may request a cancellation or modification of your campaign at any time, there may be some period of time between your sending of a request and when your advertising campaign is actually cancelled or modified with respect to the Platform. You will be responsible for any payment obligations that accrue during this period at the unmodified rate.

For auction campaigns, if an account representative at Reddit is working with you on your campaign, you authorize that representative to make modifications to your campaign on your behalf through the Platform. All modifications will be visible to you within your Ads account. Your continued participation in the campaign after such modifications are made, will constitute your acceptance of such modifications.

In its sole discretion, Reddit may reject, modify, or remove a specific advertisement, campaign, or target at any time.

6. Representations and Warranties

You represent and warrant that (i) you have full power and authority to accept these Platform Terms and any agreements incorporated or referred to herein; (ii) you have and hereby grant to Reddit and its affiliates all the necessary licenses and clearances to use the content contained in your advertisements and advertising materials as specified in your order and subject to these Platform Terms; (iii) you are in compliance with all federal, state, and local laws, ordinances, regulations, and codes and Reddit Policies which are applicable to your performance of these Platform Terms and proposed use of the Platform; and (iv) all factual information provided by you is true and accurate in all material respects.

If you are acting as an agent for an Advertiser or another entity, you represent and warrant that you have the authority as the Advertiser's or entity's agent to bind such party to these Platform Terms and to the terms of each order, and that all of your actions related to these Platform Terms and each order will be within the scope of such agency.

7. Make-Goods

As Reddit cannot ensure delivery of specific advertising content on the Platform, guaranteed delivery, even delivery, and make-goods are not available.

8. Beta Testing

From time to time, Reddit may test certain Supplemental Ads Products (“**Beta Products**”) that you may opt-in to use during a test period (“**Beta Period**”). If you agree to participate, you understand that in addition to any disclaimers in these Terms, the Beta Product is provided “AS IS” and “AS AVAILABLE”. Reddit may change, withdraw, or terminate your use of the Beta Product, or discontinue the Beta Product (or any feature) at any time at our sole discretion. You will use commercially reasonable efforts to provide feedback, suggestions, comments or ideas and report issues or problems related to your use of the Beta Product (collectively, “**Feedback**”) to your account representative in a timely basis. For the avoidance of doubt, any Feedback you provide to Reddit shall be deemed to be non-confidential to Reddit, and Reddit shall be free to use such information on an unrestricted basis, without compensation to you. You further understand that your use of a Beta Product may be subject to product specific Supplemental Ads Product Terms and your continued use of the Beta Product indicates your acceptance of the Supplemental Ads Product Terms.

9. Disclaimers

ALL ASPECTS OF THE PLATFORM AND ITS PERFORMANCE ARE PROVIDED “AS IS,” AS AVAILABLE, AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER REDDIT, NOR ITS AFFILIATES, OR ITS PARTNERS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NONE OF REDDIT, ITS AFFILIATES OR PARTNERS MAKE ANY GUARANTEE IN CONNECTION WITH THE PLATFORM, OR RESULTS OBTAINED THEREFROM.

10. Limitation of Liability

EXCEPT FOR OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), A BREACH OF SECTION 6 (REPRESENTATIONS AND WARRANTIES), OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE, INCURRED BY ANOTHER PARTY ARISING OUT OF AN ORDER, THE USE OF THE PLATFORM, OR THESE TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN YOUR PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER REDDIT NOR ITS AFFILIATES MAY BE HELD LIABLE IN THE AGGREGATE UNDER THESE TERMS FOR MORE THAN THE AMOUNT PAID BY YOU TO REDDIT UNDER THESE TERMS DURING THE 45 DAYS BEFORE THE EVENT GIVING RISE TO LIABILITY.

THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY STATED IN THESE ADVERTISER MEASUREMENT PROGRAM TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11. Indemnification

Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our directors, officers, employees, affiliates, agents, contractors, third-party service providers, and licensors (the “**Reddit Entities**”) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Platform, including your content, subject matter or targeting of any Ad, or use of any Reddit Business Tools, (b) your alleged violation of these Terms, (c) your alleged violation of any Reddit Policies, (d) your violation of applicable laws or regulations, or (e) your Ads materials. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

12. Miscellaneous

Except as otherwise provided herein, including as to cancellation of active campaigns, either Party may terminate these Terms at any time upon notice to the other party, but continued or subsequent use of the Platform by you will be subject to the then-current version of these Terms in each instance. Sections 3, 9, 10, 11, 12, and 13, and 14 will survive any termination of these Terms. All claims arising out of or relating to these Terms will be governed by California law, excluding its conflict-of-laws rules, and will be litigated exclusively in the federal or state courts of San Francisco, California. You and Reddit consent to personal jurisdiction and exclusive venue in those courts. Neither party will be treated as having waived any rights by not exercising—or delaying the exercise of—rights under these Terms. If a portion of these Terms is invalid, illegal or unenforceable, the rest of the Terms will remain in effect. Unless they expressly so state, these Terms do not confer any benefits on any third party. These Terms set out all terms agreed between the parties and supersedes all other agreements or understandings between the parties relating to its subject matter, including previous versions of the Terms. If there

is a conflict among the documents that make up these Terms, the documents will control in the following order: these Terms and the terms of any other document referenced in these Terms. All notices must be in writing and will be effective upon receipt. You agree to receive legal notices at the email address you provided when registering to use the Platform. Notices being sent to Reddit must be emailed to legal@reddit.com and <https://redditinc.force.com/helpcenter/s/contactsupport>. These Terms do not create any agency, partnership or joint venture among the parties. Except as required by law, no party may make any public statement regarding the relationship contemplated by these Terms, without prior written approval of the other party. You may not assign any part of these Terms without our written consent. Any other attempt to assign is void. If you submit feedback or suggestions to us about our Platform, we may use your feedback or suggestions on an unrestricted basis and without compensation to you.

13. Changes to These Terms

Reddit may change or update these Terms from time to time in its sole discretion. If we do, we will let you know by revising the effective date at the top of the Terms. We encourage you to review the Terms whenever you access or use the self-serve interface. If you continue to use our Platform after changes to the Terms go into effect, you consent to being bound by the revised Terms. Except for modifications to these Terms by Reddit under this Section 13, any amendment to these Terms must be agreed to in writing by both parties and expressly state that it is amending these Terms.

14. Supplemental Ads Product Terms

Other Ads products and/or services including the Supplemental Ads Products that you elect to use may also be governed by Supplemental Ads Product terms, which will be made available to you when you elect to use those specific products, services, and/or features. Any Supplemental Ads Product terms are incorporated by reference into these Terms when you use the associated product, service and/or feature. Any applicable Supplemental Ads Product terms will govern with respect to your use of such Supplemental Ads Product and any conflict or inconsistency that may exist with these Terms.
